

March 20, 2007

Commissioners met on this day with the following members present: John Richwine and Patricia Dillon. Paul Wilson is sick. Also present were County Attorney Jim Wilson, County Auditor Kathy Stoops-Wright, Deputy Auditor Jane Lyons and Commissioners Office Manager Linda Smith.

IN THE MATTER OF APPROVAL OF MINUTES

Commissioners approved the minutes for March 6, 2007 upon motions made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

IN THE MATTER OF SERVICE AGREEMENT WITH CERTIFIED I.T., LLC

Commissioners entered into an Agreement with Certified I.T., LLC. Certified I.T., LLC, provides a computer software program that enables access to real estate property tax information via the Internet and facilitates the payment of real estate property taxes via the Internet for County taxpayers. Motion to approve said Agreement made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

SERVICES AGREEMENT

This SERVICES AGREEMENT ("**Agreement**") is made this ____ day of _____, 2007, by and between **Certified I.T. , LLC**, an Indiana limited liability company ("**Certified I.T.**"), and The Board of Commissioners of The County of _____, Indiana ("**County**").

Recitals

WHEREAS, Certified I.T. is the developer and owner of a computer software program (the "**Software**") that enables access to real estate property tax information via the Internet and facilitates the payment of real estate property taxes via the Internet;

WHEREAS, County wishes to provide a means by which property tax information can be accessed via the Internet and a means by which property taxes can be paid to the County via the Internet; and

WHEREAS, Certified I.T. and County desire to enter into an agreement to allow information concerning property taxes owed to the County to be accessed via the Internet and to allow the property taxes owed to County to be paid via the Internet.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated as if fully set forth
2. Services. The following are the services to be provided by Certified I.T. to the County:

(a) Host a website on the World Wide Web functioning as a tax payment gateway for taxes to be paid to the Treasurer of the County utilizing credit cards (the "**Website**").

(b) Process the credit card payment of taxes via the telephone and World Wide Web and electronically transfer those payments to the Treasurer of the County within 72 hours after receiving the payment from the credit card processor, and transfer that payment information to the Treasurer of the County on a timely basis in electronic form.

(c) Provide the Treasurer of the County with an electronic transfer of the Treasurer's portion of the remainder of the Processing Fee on a monthly basis along with an electronic remittance at the same time.

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3. Term. This Agreement shall be effective on the date listed above and shall continue in full force and effect until January 31, 2008. Thereafter, this Agreement shall automatically be extended for additional one year periods unless either party gives the other notice of its intention to terminate the Agreement not later than sixty (60) calendar days prior to the next expiration date.

4. Additional Obligations.

(a) The County shall provide to Certified I.T. a complete copy of the property tax data generated by the County's Assessor, Treasurer or other taxing authority, as set forth in the attached Exhibit A (the "Tax Data"). County shall provide the Tax Data to Certified I.T. through the use of the Software. Certified I.T. shall then incorporate the Tax Data provided by the County into the Website that shall be hosted and maintained by Certified I.T. Certified I.T. shall then make available the Tax Data via the Website in order to allow the property taxes to be paid, either via the Website or by telephone.

(b) County agrees to provide to Certified I.T. an electronic copy of the official seal of the County for use on the Website, and hereby grants to Certified I.T. the right to use that seal for that purpose consistent with this Agreement.

(c) County agrees to print the Internet address of the Website on all tax notices, documents, electronic communications or other correspondence that may be sent or otherwise provided to the taxpayers of the County or to other third-parties concerning property taxes owed to the County. Certified I.T. and the County shall agree on other means of publicizing the availability of the Website and will cooperate with each other in publicity efforts.

(d) County acknowledges that Certified I.T. may also market access to the Tax Data via the Website to third parties, such as escrow companies, banks and real estate companies, law firms and tax preparation firms ("Third Party Users"). Certified I.T. agrees that before providing access to the Tax Data to any Third Party User, Certified I.T. will require such Third Party User to agree in writing that such Third Party User will not use the Tax Data, and will not allow the Tax Data to be used, in any manner related to the selling or marketing of goods and services or sales of any nature. The County acknowledges that Certified I.T. may charge a fee to such Third Party Users for the service of providing them with the Tax Data in formats required by them. By entering into this Agreement, the County consents and authorizes Certified I.T. to utilize the Tax Data for these purposes and to retain any fees collected by Certified I.T. from Third Party Users. County agrees that any of County's taxpayer will have use of the Tax Data only for the purpose of paying taxes on parcels or personal property in the County.

5. Banking and Fees.

(a) As compensation for the services to be herein provided to the County by Certified I.T., County agrees to pay Certified I.T. certain fees under the following terms

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and conditions. County agrees that any person or entity paying property taxes to the County through the use of the Software and the Website shall be charged a fee by Certified I.T. equal to two and three-quarter percent (2.75%) of the total tax paid at the time of each payment of taxes through the use of the Software and/or the Website (the "Processing Fee"). Certified I.T. agrees to remit to County a fee equal to 60% of the total of all monies remaining after all credit card company fees have been paid by Certified I.T.

(b) In the event that the credit card companies increase or decrease the fees charged to Certified I.T., the Processing Fee charged by Certified I.T. and the fee remitted to the County by Certified I.T. shall be adjusted accordingly, it being the intent of the County and Certified I.T. that for each transaction involving the payment of property taxes through the Website, Certified I.T. shall remit to County an amount equal to sixty percent (60%) of the difference between the Processing Fee and the fee charged by the applicable credit card companies.

(c) Certified I.T. agrees to deposit (within 72 hours of receiving payment from the credit card processor) all monies collected representing the payment of property taxes via the Website into a bank account specified by the Treasurer of the County. Certified I.T. also agreed to deposit (on a monthly basis) 60% of the amount of the Processing Fee remaining after the payment by Certified I.T. of all fee's to the credit card companies for their services.

6. Defaults. In the event of default by either party of the terms of this Agreement, the party alleging default shall provide written notice to the defaulting party with a demand for cure. Any default not cured within ten (10) days shall constitute a material breach of this Agreement. In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover costs and attorney's fees incurred to enforce the terms of this Agreement.

7. Service Interruptions. County acknowledges that the Website services provided by Certified I.T. pursuant to this Agreement are dependent upon the provision of power and Internet access services by third party vendors. Certified I.T. shall not be liable to County for any damages resulting from or arising out of power interruptions, service interruptions by third party vendors and Internet carriers. In the event of interruptions of service or other improper access to the file server by any party, County shall promptly provide written notice to Certified I.T. who shall use all reasonable efforts to promptly restore the security of the Website.

8. Security System Updates. Certified I.T. agrees to maintain server security service technology related to the Website at or above industry standards. This ensures that the security updates offered by the base software providers, such as Microsoft and Sun are installed at the earliest opportunity.

9. Waiver of Warranty. Certified I.T. shall maintain the Website and the security system as described herein in accordance with applicable industry standards. Certified

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I.T. is not an insurer and does not warrant that the Website shall remain free from all viruses, worms or unauthorized entry by any person. Certified I.T. warrants that the security system shall be designed and installed in accordance with industry standards.

10. Termination

(a) In the event of a material breach or default by the County in the performance of this Agreement, Certified I.T. shall give written notice to the County specifying the nature and extent of the breach or default and the County shall have ten (10) business days to cure such breach or default (or such additional time as may be required to cure such breach or default if the same is not curable within ten (10) business days but County is diligently pursuing cure). If the County fails to cure such breach or default within the ten (10) business day period (or such longer period, if applicable), this Agreement shall automatically terminate upon written notice thereof to County. Upon termination, Certified I.T. may immediately discontinue hosting the Website.

(b) In the event of a material breach or default by Certified I.T. in the performance of this Agreement, the County shall give written notice to Certified I.T. specifying the nature and extent of the breach or default, and Certified I.T. shall have ten (10) business days to cure such breach or default (or such additional time as may be required to cure such breach or default if the same is not curable within ten (10) business days but Certified I.T. is diligently pursuing cure). If Certified I.T. fails to cure such breach or default within the ten (10) business day period (or such longer period, if applicable), this Agreement shall automatically terminate upon written notice thereof to Certified I.T.

11. Notices. Any notice or other communication required or permitted herein shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, addressed as follows:

If Notice to Certified I.T.:

Certified I.T., LLC
Attention: Mr. Bill Maegerlein
3522 West Pyramid Court
Bloomington, Indiana 47404

If Notice to County:

The _____ County Board of Commissioners
Attention:
ADDRESS
CITY, STATE ZIP

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12. Severability. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, the balance of the provisions hereunder shall remain in full force and effect.
13. Governing Law and Venue. The laws of the State of Indiana shall govern this Agreement. The parties consent to the exclusive jurisdiction of the Courts sitting in a mutually agreed upon county in Indiana as the courts of preferred venue to hear any dispute arising out of this Agreement.
14. Force Majeure. In no event shall either party be liable to the other for any delay or failure to perform hereunder, when the delay or failure to perform is due to causes beyond the control of the parties, including without limitation acts of God, natural disasters and acts of war.
15. Captions Not Controlling. The caption to the sections of this Agreement are solely for convenience and are not part of this Agreement for purposes of interpreting the provisions hereof.
16. No Agency Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any other person as to create a relationship of principal and agent or of partnership, joint venture, or other association between the Parties hereto.
17. No Waiver. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.
18. Remedies Cumulative. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available at law or in equity.
19. Right to Use Name. Both parties agree that Certified I.T. has the right to use the County's individual name, trade name and trademark in Certified I.T.'s promotions, press releases, public relations, advertisements, and other sales and marketing activities. Such right shall be unlimited in duration, and no compensation shall be required for Certified I.T.'s exercise of such right.
20. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
21. No Third-Party Beneficiaries. All of the acknowledgments, representations, warranties, covenants and agreements of the parties shall survive and continue in full force and effect not withstanding the termination of this Agreement. There are no third-party beneficiaries of or to this Agreement.

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22. Consultation With Counsel. The parties acknowledge that: (1) they have each been given the opportunity to consult with counsel and other advisors of their choice, and after consulting with such counsel and advisors, knowingly, voluntarily and without duress, coercion, intimidation or compulsion, enter into this Agreement, based upon such advice and counsel in the exercise of their business judgment; (2) this Agreement has been entered into in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto; (3) the parties have carefully and completely read all of the terms and provisions of this Agreement and are not relying on the opinions or advice of the other parties or its agents or representatives in entering into this Agreement; and (4) the parties acknowledge that this Agreement is the result of negotiations between the parties and the parties have participated jointly in the preparation of this Agreement.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one Agreement.

24. Proprietary Business Information. The terms and conditions of this Services Agreement shall be considered confidential and proprietary business information that should be maintained in confidence by both parties.

25. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof.

In Witness whereof, this Agreement has been executed by County and Certified I.T. as of the date listed above.

County: The Board of Commissioners of _____ County,
Indiana

By: _____
(Authorized Signature)

Printed: _____

Title: _____

Date: _____

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**IN THE MATTER OF COURT RECORD INTERNET PUBLISHING
AGREEMENT WITH DOXPOP, LLC**

Court Record Internet Publishing Agreement with Doxpop, LLC is entered into the minutes. Doxpop, LLC, operates a web development and hosting service that specializes in making public court records available to users of the Internet. Said Agreement has already been approved by the Commissioners and the County Council.

Court Record Internet Publishing Agreement

This Court Record Internet Publishing Agreement (herein, "Agreement") is between Doxpop, llc, an Indiana Limited Liability Company (herein, "Doxpop"), and Madison County, Indiana (herein, "County").

Summary: Doxpop operates a web development and hosting service, and specializes in making public records available to users of the Internet. The County maintains trial court case tracking information through case management software systems and seeks to make this information available to the public via the Internet. Doxpop wants to make the County's trial court case tracking information available to members of the public and its subscribers through the Internet, under the terms and conditions as set forth below.

Recitals.

WHEREAS the County seeks to provide access to the County's trial court case tracking information (herein, "Court Data") via the Internet under Indiana Trial Rule 77(K);

WHEREAS Doxpop wishes to provide Internet access to Court Data to its subscribers and to the public;

THEREFORE, the parties enter into the following Court Record Internet Publishing Agreement.

Section 1. Definitions.

- a) "Bulk Form" shall mean the distribution of all, or a significant subset, of the information in court records that is maintained in electronic form, "as is" and without modification or compilation.

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- b) "Confidential Information" shall mean information maintained by local trial courts in their case tracking systems which members of the general public are denied access to pursuant to Federal and/or state statute or court rules, specifically including information excluded from public access under Indiana Administrative Rule 9(G).
- c) "Court Data" shall mean Public Records maintained by the County using case management software for storing and retrieving information relating to court cases, including current and historical data.
- d) "The Division" shall mean the Indiana Supreme Court Division of State Court Administration.
- e) "Doxpop Services" shall mean the web sites, storage media, search and access tools, push services and other resources developed and maintained by Doxpop for the purpose of supplying access to Court Data via the Internet.
- f) "Doxpop Database" shall mean the data storage and retrieval system in which Court Data and Court Data supplied by courts of other counties are stored by Doxpop.
- g) "Governmental Organization" shall mean any body, agency, or subdivision of the federal, state or municipal government.
- h) "Interface Software Module" shall mean the software for the purpose of extracting Court Data from servers used by the County for transfer in the appropriate format to Doxpop.
- i) "Internet" shall mean the collection of computer networks commonly known as the Internet, and shall include, without limitation, the World Wide Web.
- j) "Non-profit Organization" shall mean any entity that is and has been recognized by the federal government as being exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code.
- k) "Public Records" shall mean information maintained by the County that is available to members of the general public under the laws of a state or federal government, and specifically excludes Confidential Information.
- l) "Registered User" shall mean individuals who access Court Data through Doxpop Services who have: (1) supplied to Doxpop his or her first and last names, billing address, and email address; (2) made billing an payment

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arrangements to the satisfaction of Doxpop; (3) been approved by Doxpop; and (4) been legally bound by Doxpop's Registered User Agreement.

- m) "The Request" shall mean the request made by the County to the Division, as approved by the Division, and as subsequently revised and approved by the Division.
- n) "Standard User" shall mean persons and entities who access Court Data through Doxpop Services without supplying any personal identification information and have been legally bound by Doxpop's online Standard User Agreement.
- o) "Statistical Form" shall mean information that is derived from the selection, aggregation or manipulation of Court Data from more than one individual court record, including statistical reports, and where the identification of specific individuals is ancillary to the purpose of the transfer of data.
- p) "XML Data Transfer File" shall mean the data format specified by Doxpop for transfer of information to Doxpop, including the data encryption model specified by Doxpop.

Section 2. Description of services and obligations of County.

- a) The County will be responsible for obtaining any needed permissions from the offices or officials of local county government and/or the State of Indiana to permit the performance of the services described by this Agreement, specifically including, but not limited to, obtaining the approval of the Division for initial implementation of Doxpop Services, requesting a renewal of approval from the Division as required, and for modifications to Doxpop Services including changes requested by Doxpop or required by the Division.
- b) The County will install and maintain software on the servers belonging to the County to extract Court Data for transfer to Doxpop.
- c) The County shall responsible to implement and maintain the Interface Software Module and allow for regular updating of Court Data to Doxpop at no longer than 24-hour (twenty-four hour) intervals.
- d) The County will permit and facilitate the transfer of Court Data through to Doxpop in a timely fashion. The County shall acquire, install, operate and

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maintain at its expense all communications lines, equipment, software, services and related technology necessary to transmit Court Data to Doxpop.

- e) The County will take reasonable steps to ensure that any and all applicable federal and state laws are being followed in the transfer Court Data to Doxpop and the dissemination of said data by Doxpop, specifically including, but not limited to, provisions regarding the dissemination of Confidential Information. The County will take all necessary and appropriate precautions to ensure that no Confidential Information is accessible via Doxpop Services, and will immediately notify Doxpop of the inadvertent transfer of Confidential Information to Doxpop so Doxpop can remove such information from Doxpop Services..
- f) The County will take all reasonable and necessary measures to ensure that the Court Data transferred to Doxpop is accurate and complete. Upon being given notice by Doxpop that the County is generating errors in the Court Data or incomplete records, the County will take all necessary steps to correct the issue. In any event, the County shall respond to Doxpop, in writing, no later than five (5) business days following the giving of notice by Doxpop of the error or omission, setting forth the County's understanding of the cause of the error or omission, the steps the County intends to take to correct the error or omission, and the time at which the County expects the error or omission to be resolved. If such error or omission is not corrected within thirty (30) days following the giving of notice by Doxpop of the error or omission, Doxpop shall have the right to suspend Doxpop Services as they relate to Court Data until such time as the error or omission is corrected.

Section 3. Description of services and obligations of Doxpop.

- a) Doxpop agrees to make Court Data provided to it by the County available for access via the Internet through Doxpop Services.
- b) Doxpop shall acquire, install, operate and maintain at its expense all communications lines, equipment, software, services and related technology necessary to receive Court Data from the County. Doxpop also shall be responsible for, and shall pay for, any development work, software or hardware relating to the setup and integration of Court Data as part of Doxpop Services. Doxpop will have sole editorial and artistic control over Doxpop Services and all elements thereof, including the selection of third party components, and the design and look and feel of all visual elements

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appearing on Doxpop Services.

- c) Doxpop will permit access to Standard Users for no charge to limited amounts of Court Data, and Doxpop will develop tools to sign up Registered Users and permit Registered Users to have access to Court Data, all in accordance with the Request.
- d) Doxpop will remove Confidential Information from Doxpop Services upon notification by the County that such information has been transferred to Doxpop, as soon as reasonably possible.
- e) Doxpop will display in a prominent place on Doxpop Services an appropriate notice that Court Data provided by Doxpop via the Internet is not the official Public Record of the County.
- f) Doxpop will assist County in its role of educating litigants and the public about the requirements of Indiana Administrative Rule 9, and shall train its employees and subcontractors about said requirements.
- g) Doxpop shall not disseminate County Data in Bulk Form without first obtaining approval of such a transfer from the County and only if such transfer is authorized by the Division.
- h) Doxpop will take all reasonable and necessary measures to ensure that the Court Data disseminated by Doxpop is accurate and complete. Upon being given notice by the County that Doxpop is generating errors in the Court Data or incomplete records, Doxpop will take all necessary steps to correct the issue. In any event, Doxpop shall respond to the County, in writing, no later than five (5) business days following the giving of notice by the County of the error or omission, setting forth Doxpop's understanding of the cause of the error or omission, the steps Doxpop intends to take to correct the error or omission, and the time at which Doxpop expects the error or omission to be resolved. If such error or omission is not corrected within thirty (30) days following the giving of notice by the County of the error or omission, the County shall have the right to require the suspension of Doxpop Services as they relate to Court Data until such time as the error or omission is corrected.

Section 4. Proprietary Rights.

- a) Doxpop and the County acknowledge that Court Data provided to Doxpop



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under this Agreement is the County's official public record, and Doxpop shall not claim any form of ownership over such Court Data. Doxpop further acknowledges that the Court records remain the property of the court and are subject to the directions and orders of the court with respect to the handling and access to the court records, as well as the provisions of Indiana Administrative Rule 9.

- b) The County acknowledges and agrees that all ownership and proprietary rights (including, without limitation, the copyrights) to the following items are and shall remain the sole and exclusive property of Doxpop or its licensors:
 - i. All software created by Doxpop in relation to Doxpop Services;
 - ii. Lists and identification information relating to Registered Users;
 - iii. The trademarks and service marks connected with Doxpop; and
 - iv. The format and documentation relating to the XML Data Transfer File.

Section 5. Registered User Accounts of County Officials.

Doxpop shall provide Registered User accounts at no charge to County to the following County offices and direct employees of these offices:

- i. Judges.
- ii. Clerk of Court.
- iii. Community Corrections.
- iv. Probation Department.
- v. Court Appointed Special Advocates.
- vi. Guardian *ad litem*.
- vii. Prosecutor.
- viii. Sheriff's Department.
- ix. Office of the Public Defender.

Section 6. Warranties and covenants.

- a) The County represents and warrants that prior to delivery of any data to Doxpop, it shall use reasonable efforts, consistent with generally accepted industry practice, to ensure that the relevant media is free of any programming devices (e.g., viruses, key locks, back doors, Trojan horses, worms, etc.) that are designed to disrupt or are capable of disrupting the use

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of the media or any system to which the media is transferred, or destroy or damage data or make it delayed or inaccessible.

- b) At certain times, users may be unable to access Doxpop Services, and disconnections from the Internet or any network may occur from time to time. Doxpop cannot guarantee that its services will not be subject to stoppages or other disruptions. Doxpop shall not be responsible for losses or damages caused by stoppages or breakdowns of its, or any other party's equipment, wherever located. Doxpop shall take reasonable precautions to prevent such disruptions of service, and shall make reasonable efforts to timely restore service in the event of a disruption.
- c) No party to this Agreement shall be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of a party are due to: Acts of God or a public enemy; Acts of the United States or any state or political subdivision thereof; Fires, severe weather, floods, earthquakes, natural disasters, explosions, power outages or other catastrophes; Embargoes, epidemics or quarantine restrictions; Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind; Delays of supplier or delay of transportation for any reason; Causes beyond the control of such party in furnishing items or services including, but not limited to, breakdown or failure of machinery or equipment, or delay in the reporting problems or furnishing information or materials.
- d) Doxpop shall indemnify, defend and hold the County harmless from and against all claims, costs, losses, expenses and damages (excluding indirect, special or consequential damages) suffered by the County primarily and directly attributable to any Third Party allegation of harm resulting directly from defects in the design, implementation, and operation of Doxpop Services. In connection with Doxpop's representation and warranty in this paragraph: (a) The County shall give to Doxpop prompt notice of any such allegation, (b) Doxpop shall maintain full and complete control over the defense of any such allegation and (c) The County shall fully cooperate with Doxpop in the defense of any such allegation and shall comply with any settlement that Doxpop shall elect to enter into with any claimant.

Section 7. Term and Termination.

- a) The Initial Term of this Agreement shall commence on the Effective Date (defined on last page of this Agreement) and shall continue until twelve

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(12) months after the Effective Date. Following the passage of the Initial Term, any party to this Agreement may terminate this Agreement by providing written notice of termination to the other two (2) parties to the Agreement at least 60 days prior to the date of termination.

- b) A renewal of this Agreement or this Agreement as modified after the Initial Term shall be subject to termination by any party to this Agreement by providing written notice of termination to the other two (2) parties to the Agreement at least 60 days prior to the date of termination.
- c) If any party shall breach any provision contained in this Agreement and such breach is not cured within 30 days after receiving written notice of such breach from another party, the party giving such notice may then deliver a second written notice to the breaching party, terminating this Agreement, in which event this Agreement shall terminate on the date specified in such second notice.
- d) In the event that any party shall be adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against such party and said petition is not discharged within 60 days after such filing, or upon any assignment for the benefit of its creditors, or upon the appointment of a receiver, liquidator or trustee of any of its assets, or upon the liquidation, dissolution or winding up of its business (an "Event of Bankruptcy"), then the party affected by any such Event of Bankruptcy shall immediately give notice thereof to the other parties, and either of the other parties at its option may terminate this Agreement upon written notice.

Section 8. Miscellaneous Provisions.

- a) All notices shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation to the address set forth on the signature page, or other address stipulated in writing by a party. Notice shall be deemed delivered and received on the date it is actually received.
- b) No modification or amendment of this Agreement shall be binding on the parties unless agreed to in a writing referring specifically to this Agreement and signed by the duly authorized representatives of each of the parties.

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- c) No party may assign this Agreement, or sub-license, assign or delegate any right or duty hereunder, without the prior written consent of both other parties. Any such purported assignment without such prior written consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- d) The rights and obligations in Section 5 (Proprietary Rights) shall survive termination or expiration of this Agreement for any reason.
- e) No party shall be liable to the either of the others for any damages other than direct damages, including but not limited to consequential, indirect, special, exemplary, or punitive damages, or any lost revenues or lost profits, even if advised of the possibility of such damages.
- f) This Agreement constitutes the sole and exclusive expression of the terms and conditions relating to the subject matter hereof and supersedes all prior oral and written statements of any kind whatsoever made by the parties with respect to the subject matter of this Agreement. The headings of the sections of this Agreement are provided solely for convenience of reference and shall not be used in the interpretation of this Agreement.
- g) The failure of any party at any time to require performance by any other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- h) Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties and their respective successors and permitted assigns, in accordance with terms of this Agreement. Without limiting the foregoing, no third party shall be a beneficiary of this Agreement.
- i) If any provision of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such provision in other circumstances, shall not be affected thereby, and each provision shall be valid and enforced to the fullest extent permitted by law.
- j) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana, United States, applicable to contracts wholly made and wholly performed in the State of Indiana, United States.

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Each party, intending to be bound thereby, has caused this Agreement to be executed by its duly authorized representative, whereupon it enters into full force and effect in accordance with its terms on this date

(Effective Date): _____

“Doxpop”
By: _____

“County”
By: _____

Raymond F. Ontko, President
Doxpop, llc

Name: _____
Title: _____
Madison County

Address for Notices to Doxpop

Address for Notices to County:

Doxpop, llc
822 East Main Street
Richmond, IN 47374
Attention Raymond F. Ontko
Telephone: 765-965-7363
Fax: 765-962-9788

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**IN THE MATTER OF ORDINANCE NO. 2007-BC-O-03, AN ORDINANCE
AMENDING THE CUMULATIVE BRIDGE FUND RATE**

Commissioners approved Ordinance No. 2007-BC-O-03 upon motions made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

ORDINANCE 2007 BC-O-03

**AN ORDINANCE AMENDING THE CUMULATIVE BRIDGE FUND
RATE**

WHEREAS, the Board of County Commissioners has conducted a public hearing as required by I. C. 8-16-3-1 et. seq., 6-1.1-41-3, and to establish a rate of Five Cents (\$0.05) for the County Cumulative Bridge Fund, and,

WHEREAS, this rate and levy are necessary to provide funds for the costs of construction, repair and maintenance of bridges.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of the County of Madison, as follows:

Section 1. Pursuant to I.C. 8-16-3-1 et. seq. the County hereby established the County Cumulative Bridge Fund Rate to be Five Cents (\$0.05).

Section 2. The provisions of this Ordinance are severable.

PASSES AND ENACTED by the Board of Commissioners of Madison County, Indiana,

this ___ day of _____, 2007.

MADISON COUNTY BOARD OF COMMISSIONERS

John M. Richwine, President

Patricia Dillon, Member

Paul F. Wilson, Member

ATTEST:

Kathy Stoops-Wright, Auditor

March 20, 2007

**IN THE MATTER OF ORDINANCE NO. 2007-BC-O-04, AN ORDINANCE
VACATING A PUBLIC WAY WITHIN STONY CREEK TOWNSHIP, INDIANA**

Commissioner approved Ordinance No. 2007-BC-O-04 upon motions made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

ORDINANCE NO. 2007-BC-O-04

**AN ORDINANCE VACATING A PUBLIC WAY WITHIN THE
STONY CREEK TOWNSHIP, INDIANA**

WHEREAS, Indiana Code §36-7-3-12 and §36-7-3-16 authorize a property owner within a municipality who desires to vacate all or part of a public way to file a petition for vacation with a legislative body of the municipality; and

WHEREAS, petitions to vacate a public way were filed with the Madison County Commissioners by REDBUD ESTATES SALES, INC., PERRY SMITH and LOUISE SMITH, and MARILYN LAYTON, wherein said petitioners sought the vacation of certain real estate located in Stony Creek Township, County of Madison, State of Indiana, being more particularly described as follows:

The alley ways running between Lots 3 and 4 and Lots 5 and 6 in Benjamin Ford Addition in Stony Creek Township, Madison County, Indiana, being all alleys in Block 2 of Benjamin Ford Addition.

WHEREAS, notice of filing said petitions to vacate a public way was given pursuant to Indiana Code §5-3-1, and the Madison County Commissioners have conducted a public hearing on said petitions to vacate said public way.

NOW, THEREFORE, BE IT ORDAINED BY THE MADISON COUNTY COMMISSIONERS, as follows:

SECTION 1: The platted portion of a public alley way in Stony Creek Township, Madison County, Indiana, being described as follows:

The alley way running between Lots 3 and 4 and Lots 5 and 6 of Benjamin Ford Addition, Stony Creek Township, Madison County, Indiana.

Beginning at the Southwest corner of Lot 3, thence South 16½ feet to the Northwest corner of Lot 6, thence East to the Northeast corner of Lot 5, thence directly North 16½ feet to the Southeast corner of Lot 4, thence directly West to the point of beginning.

shall be, and the same is hereby vacated, subject to continued use by public utilities as provided in Indiana Code §36-7-3-16. Title to said vacated real estate shall devolve according to law as follows:

The vacated property should devolve equally between REDBUD ESTATES SALES, INC., and PERRY and LOUISE SMITH as to the property between Lots 4 and 5; and the vacated property between Lots 3 and 6 should devolve equally between REDBUD ESTATES SALES, INC., and MARILYN LAYTON.

SECTION II: The platted portion of a public alley way in Stony Creek Township, Madison County, Indiana, being described as follows:

The alley way running between Lots 3 and 4 in Benjamin Ford Addition in Stony Creek Township, Madison County, Indiana, specifically described as follows:

March 20, 2007

Beginning at the Northeast corner of Lot 3, thence East 16½ feet to the Northwest corner of Lot 4, thence South to the Southwest corner of Lot 4, thence directly West 16½ feet to the Southeast corner of Lot 3, thence directly North to the point of beginning.

shall be, and the same is hereby vacated, subject to continued use by public utilities as provided in Indiana Code §36-7-3-16. Title to said vacated real estate shall devolve according to law as follows:

Petitioner, REDBUD ESTATES SALES, INC., is the owner of Lots 3 and 4 in Benjamin Ford Addition, in the Stony Creek Township, Madison County, Indiana, and the described vacated property should devolve to the Petitioner.

SECTION III: The platted portion of a public alley way in Stony Creek Township, Madison County, Indiana, being described as follows:

The alley way running between Lots 5 and 6 in Benjamin Ford Addition in Stony Creek Township, Madison County, Indiana, specifically described as follows:

Beginning at the Northeast corner of Lot 6, thence East 16½ feet to the Northwest corner of Lot 5, thence South to the Southwest corner of Lot 5, thence directly West 16½ feet to the Southeast corner of Lot 6, thence directly North to the point of beginning.

shall be, and the same is hereby vacated, subject to continued use by public utilities as provided in Indiana Code §36-7-3-16. Title to said vacated real estate shall devolve according to law as follows:

MARILYN LAYTON is the owner of Lot 6 and PERRY and LOUISE SMITH are the owners of Lot 5. The vacated property should devolve equally between PERRY and LOUISE SMITH and MARILYN LAYTON as to the vacated property between Lots 5 and 6.

SECTION IV: The Madison County Commissioners shall serve a copy of this Ordinance to the Auditor and/or Recorder of Madison County, Indiana, upon receipt of \$ _____ from the petitioners herein, which amount represents publication and recording costs incidental to this Ordinance.

SECTION V: This Ordinance shall be in full force and effect from and after its passage by the town council and publication as provided by law.

PASSED AND ADOPTED BY THE MADISON COUNTY COMMISSIONERS this _____ day of _____, 2007.

MADISONCOUNTY
COMMSSIONERS

By: _____

ATTEST:

Prepared by: Thomas M. Beeman, Attorney at Law, 33 West 10th Street, Suite 200, Anderson, Indiana, 46016; Telephone: 765/640-1330; Fax: 765/640-1332.

March 20, 2007

**IN THE MATTER OF RESOLUTION NO. 2007-BC-R-02, RESOLUTION
APPROVING TRANSFER OF REAL ESTATE TO A 501 C3 CORPORATION**

Commissioners approve Resolution No. 2007-BC-R-02 upon motions made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

RESOLUTION NO. 2007-BC-R-02

**RESOLUTION APPROVING TRANSFER OF REAL
ESTATE TO A 501 C3 CORPORATION**

WHEREAS, the Anderson Corporation for Economic Development has requested that Madison County transfer to it its easements rights in and to two (2) parcels of real estate which have recently been annexed into the City of Anderson, Indiana; and,

WHEREAS, the Anderson Corporation for Economic Development has proposed to further develop the area upon which the County claims easement rights; and,

WHEREAS, it would be in the best interest of the County to transfer its easement rights in and to the parcels set forth herein for the purpose further development of the City of Anderson, Indiana, and to increase the tax base of the County; and,

WHEREAS, the Anderson Corporation for Economic Development is a Non-Profit Corporation organized under the laws of the State of Indiana, and has been qualified as a 501C 3 Corporation by the Internal Revenue Service; and,

WHEREAS, pursuant to I.C. 36-1-11-1 the County is authorized to transfer interest in real property held by it directly to Indiana Non-Profit Corporations that are exempt from Federal Income Taxation under Section 501 of the Internal Revenue Code

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Madison County, Indiana, as follows:

1. The Board of Commissioners has determined that it is in the best interest of the County to transfer the following described real estate situated in Madison County, Indiana, to-wit:

SEE LEGAL DESCRIPTION ATTACHED

to the Anderson Corporation for Economic Development, so that it may revitalize the area to be transferred and to increase the assessed value of property in the County.

2. That the County's interest in the above described real estate shall be transferred forthwith to the Anderson Corporation for Economic Development pursuant to the original of the copy of the attached Deed hereto.

DULY ADOPTED BY THE BOARD OF COMMISSIONERS OF MADISON COUNTY, INDIANA, THIS ____ DAY OF _____, 2007.

March 20, 2007

MADISON COUNTY BOARD OF COMMISSIONERS

By: _____
John M. Richwine, President

By: _____
Patricia Dillon, Member

By: _____
Paul Wilson, Member

ATTEST:

Kathy Stoops-Wright, Auditor

Prepared by:

JAMES W. WILSON/#1286-48
BINGHAM, FARRER & WILSON, P.C.
Attorneys at Law
P. O. Box 494
Elwood, IN 46036
Telephone: (765) 552-9878
madisoncounty\resolutions\resolution.andersoncorporationeconomicdevelopment.real estate\sb

**IN THE MATTER OF LEASE BETWEEN THE INDIANA DEPARTMENT OF
TRANSPORTATION AND MADISON COUNTY BOARD OF
COMMISSIONERS FOR PROPERTY KNOW AS THE RECYCLING CENTER**
Commissioners entered an Agreement with INDOT for the Lease of the Recycling Center
property at 2031 Mounds Rd, Anderson. Said lease is for a four year term and is set up
the same as the previous lease. Motion to approve made by Patricia Dillon and seconded
by John Richwine. Motion carried unanimously.

March 20, 2007

IN THE MATTER OF MEDICAL SERVICE AGREEMENT WITH S & R MEDICAL SERVICES, INC.

Commissioners entered into a Medical Service Agreement with S & R Medical Services, Inc. for providing medical treatment for the inmates at the Madison County Jail and the Madison County Correctional Complex for 2007. Said Agreement runs from September to September in the amount of \$37,690.00 per month. Motion was made to approve Agreement made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

IN THE MATTER OF ADJUSTING SHERIFF FIRE DISPATCH FEES FOR 2008

Commissioners approved an adjustment to the Sheriff Fire Dispatch Fees for 2008. Said adjustment will bring the fees for the various fire departments throughout the County to be uniform. The rate is set for \$55.96 per run. Motion to approve made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

IN THE MATTER OF SHERIFF DEPARTMENT AND ANDERSON POLICE DEPARTMENT REQUEST FOR E911 FUNDS

The Madison County Sheriff's Department and the Anderson City Police Department came before the Board of Commissioners with a request of funds from the E911 Fund to purchase cellular air cards and monthly activation fees. This will be used to connect mobile data terminals in patrol vehicles to the dispatch center. Two vendors have presented proposals, Verizon and Sprint. Said request was tabled until the next Commissioners meeting.

IN THE MATTER OF ADOPTING ORDINANCE INSTITUTING FEES TO BE COLLECTED BY THE SHERIFF'S DEPARTMENT

The Madison County Sheriff's Department requested the Board of Commissioners consider adopting a County Ordinance instituting fees to be collected by the Sheriff's Department. All collections would be deposited into the Law Enforcement Aid Fund. These fees would be for fingerprinting, criminal background checks and audio recordings (E911). Motion was made by John Richwine and seconded by Patricia Dillon to have the County Attorney prepare an Ordinance for their approval. Motion carried unanimously.

IN THE MATTER OF AMENDING ORDINANCE NO. 2007-BC-O-05, ESTABLISHING MADISON COUNTY SPEED LIMITS AMENDING ORDINANCE NO 2002-BC-O-11

Commissioners approved Ordinance No. 2007-BC-O-05 upon recommendation of County Engineer, Chuck Leser. Motion to approve made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

**ORDINANCE ESTABLISHING MADISON COUNTY SPEED
LIMITS AMENDING ORDINANCE NO. 2002-BC-O-11**

WHEREAS, the Board of Commissioners of Madison County, Indiana has determined it to be in the best interest and safety of Madison County and the citizens thereof for the establishment of speed limits along certain County Roads in Madison County, Indiana; and

WHEREAS, the Board of Commissioners of Madison County, Indiana did on the 3rd day of September, 2002, enact Ordinance No. 2002-BC-O-11 establishing various speed limits in Madison County, Indiana; and

WHEREAS, the Board of Commissioners of Madison County, Indiana has enacted Ordinances establishing additional various speed limits in Madison County, Indiana; and

WHEREAS, the Board of Commissioners of Madison County, Indiana has determined that it would be in the best interest and safety of Madison County and the citizens thereof to amend said Ordinance,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF MADISON COUNTY, INDIANA:

1. That the various County Roads at the designated locations thereof be and are hereby established and designated a certain speed limit as follows:

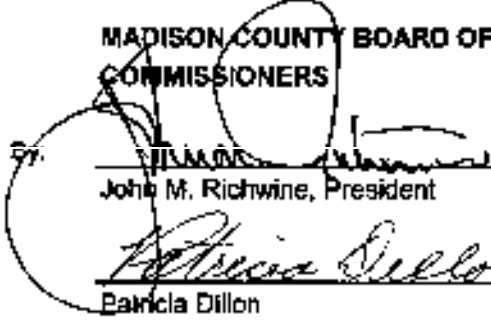
Road	Location	Speed Limit
Lee Street	Sunview Addition	30 MPH
Adell Street	Sunview Addition	30 MPH


2. All provisions of Ordinance No. 2002-BC-O-11, as amended, not modified herein shall remain in full force and effect.

3. That this Amending Ordinance be in full force and effect from and after its passage and legal publication.

PASSED AND ENACTED by the Board of Commissioners of Madison County, Indiana, this 20th day of March, 2007.

MADISON COUNTY BOARD OF
COMMISSIONERS


John M. Richwine, President


Patricia Dillon

Paul F. Wilson

ATTEST:


Kathy Stoops-Wright, Auditor

March 20, 2007

IN THE MATTER OF MADISON COUNTY BRIDGE 50, SUPPLEMENTAL AGREEMENT

Commissioners approved the Supplemental Agreement for Madison County Bridge 50, CR 500 W over Pipe Creek, with Beam, Longest and Neff, LLC. Amount of Agreement is \$23,451.36 which the County is responsible for 20% of. Motion to approve made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

IN THE MATTER OF MADISON COUNTY BRIDGE 44, CONSTRUCTION CHANGE ORDER NO 2

Commissioners approved the Construction Change Order No. 2 for Madison County Bridge 44, CR 1000 N over Pipe Creek. Amount of Change Order is \$2000.00 which the County is responsible for 20% of. Motion to approve made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

IN THE MATTER OF MADISON COUNTY BRIDGE 607, REQUEST FOR PROPOSALS FOR CONSTRUCTION INSPECTION

Commissioners approved the request for proposals for construction inspection on Madison County Bridge 607. Date proposals are to be received is April 17, 2007. Motion to approve made by Patricia Dillon and seconded by John Richwine. Motion carried unanimously.

IN THE MATTER OF DRIVEWAY PERMITS

Commissioners approved the following Driveway Permits upon recommendation of County Engineer, Chuck Leser. Motion to approve made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

D07-18	Randal Van Zant	380E, S of Willow Way, E sd	Union
D07-19	CP Morgan	Summerlake L 592	Green
D07-20	Walter H Smith	700N 1/8 mi E of 425E S sd	Richland
D07-21	CP Morgan	Summerlake L 528	Green
D07-22	Hallmark Homes	Jefferson Place L 26	Green

IN THE MATTER OF UTILITY PERMITS

Commissioners approved the following Utility Permits upon recommendation of County Engineer, Chuck Leser. Motion to approve made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

U07-19	Central Ind Power	1 st & 3 rd poles E of 8515 W 1050 S	Green
U07-20	Central Ind Power	1 st & 3 rd poles N of 8489 S 800 W	Green
U07-21	Central Ind Power	N side of Fall Cr Dr E of SR 13	Green
U07-22	Central Ind Power	Inter. Of Durbin Ln & 1000 S	Green
U07-24	Earth Explorations	Layton Rd/400W 53 rd St to 73 rd	FC,SC,And
U07-25	Vectren Energy	9544 W Campfire Dr	Green
U07-26	Vectren Energy	9548 Stargazer Dr	Green
U07-27	Vectren Energy	8299 Midnight Dr	Green
U07-29	Vectren Energy	9575 W Campfire Dr	Green
U07-30	Vectren Energy	9638 Stargazer Dr	Green
U07-31	Vectren Energy	9568 W Quarter Moon Dr	Green

March 20, 2007

IN THE MATTER OF NOTICE TO BIDDERS FOR TRACTORS WITH MOWERS

Commissioners approved the Notice to Bidders for 5 tractors with mowers for the Highway Department. Said bid letting will be for April 17, 2007 at 10:00am. Motion to approve made by John Richwine and seconded by Patricia Dillon. Motion carried unanimously.

NOTICE TO BIDDERS

The Board of Commissioners of Madison County,
will receive bids for the following equipment
TRACTORS WITH MOWERS

until 10:00 A.M. Local Time on the 17TH day of April, 2007, at the office of the Madison County Auditor in the Madison County Government Center, Anderson, Indiana 46016. All bids will be opened and publicly read aloud by the Madison County Board of Commissioners. Any bids received after the above designated time will be returned unopened.

A brief description of the proposed equipment is:

**FOUR – TRACTORS WITH PULL BEHIND MOWERS
ONE- TRACTOR WITH BOOM MOUNTED MOWER**

The contract documents will be available for inspection in the County Engineer's Office. Sets of documents for bidders will be available from the Board of Commissioners at no charge.

The Board of County Commissioners reserves the right to accept or reject any or all bids and to waive any informalities in the bidding as is in the interest of the citizens of Madison County, Indiana.

COMMISSIONERS

MADISON COUNTY BOARD OF

John M. Richwine, President

Patricia Dillon

Paul F. Wilson

ATTEST:

Kathy Stoops-Wright, Auditor

Publish: March 31, 2007
April 7, 2007

Anderson Herald Bulletin
Elwood Call Leader

March 20, 2007

The next Commissioners meeting is set for April 3, 2007 at 10:00 am.

There being no further business the meeting was adjourned upon motions made by Patricia Dillon and seconded by John Richwine.

BOARD OF COMMISSIONERS
